

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division

DILIP NEPAL,

Plaintiff,

v.

EXPERIAN INFORMATION SOLUTIONS,
INC., TRANS UNION, LLC., EQUIFAX
INFORMATION SERVICES, LLC, and
BRANCH BANK AND TRUST COMPANY,

CIVIL NO. 1:12-cv-00612-TSE-TCB

Defendants.

**DEFENDANT TRANS UNION LLC'S
ANSWER AND DEFENSES TO PLAINTIFF'S COMPLAINT**

Trans Union LLC ("Trans Union"), by counsel, files its Answer and Defenses to Dilip Nepal's ("Plaintiff") Complaint ("Complaint"). The paragraph numbers below correspond to the paragraph numbers contained in the Plaintiff's Complaint to the extent possible.

PRELIMINARY STATEMENT

1. Trans Union admits that Plaintiff has asserted claims against Defendants alleging actual, statutory and punitive damages, costs and attorney's fees pursuant to the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 *et seq* and Real Estate and Settlement Procedures Act ("RESPA"), 12 U.S.C. § 2601 *et seq*. Trans Union denies the remaining allegations contained in Paragraph 1 of the Complaint.

JURISDICTION

2. Trans Union admits that the Court has jurisdiction pursuant to 15 U.S.C. § 1681p, 12 U.S.C. § 2605(f) and 28 U.S.C. § 1331.

3. Trans Union admits that it maintains a registered agent in Richmond, Virginia. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the

remaining allegations contained in paragraph 3 of the Complaint and, therefore, denies same. Trans Union reserves the right to seek a transfer of this case pursuant to 28 U.S.C. § 1404.

PARTIES

4. Trans Union admits that Plaintiff is a “consumer” as defined by 15 U.S.C. § 1681a(c).

5. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and, therefore, denies same.

6. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and, therefore, denies same.

7. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint and, therefore, denies same.

8. Trans Union admits that it is a limited liability company that is authorized to do business in the Commonwealth of Virginia. Trans Union further admits that it maintains a registered agent in Richmond, Virginia. Trans Union denies the remaining allegations contained in paragraph 8 of the Complaint.

9. Trans Union admits that it is a “consumer reporting agency” as defined by the FCRA, 15 U.S.C. § 1681a(f). Trans Union further admits that it assembles consumer credit information for the purpose of furnishing consumer reports to third parties. Trans Union denies the remaining allegations contained in paragraph 9 of the Complaint.

10. Trans Union admits that it sells consumer reports pursuant to contracts and agreements with subscribers. Trans Union denies the remaining allegations contained in paragraph 10 of the Complaint.

11. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 11 of the Complaint and, therefore, denies same.

12. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 12 of the Complaint and, therefore, denies same.

13. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint and, therefore, denies same.

14. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint and, therefore, denies same.

FACTS

15. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint and, therefore, denies same.

16. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 16 of the Complaint and, therefore, denies same.

17. Trans Union admits that on February 11, 2011, it received a copy of Plaintiff's correspondence to BB&T Mortgage dated February 9, 2011. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 17 of the Complaint and, therefore, denies same.

18. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint and, therefore, denies same.

19. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 19 of the Complaint and, therefore, denies same.

20. Trans Union admits that on or about August 25, 2011, it received correspondence from Plaintiff disputing the reporting of the BB&T mortgage account. Trans Union further admits that Plaintiff enclosed documentation purported to be proof of mortgage payments. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 20 of the Complaint and, therefore, denies same.

21. Trans Union denies the allegations contained in paragraph 21 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Complaint and, therefore, denies same.

22. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 22 of the Complaint and, therefore, denies same.

23. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 23 of the Complaint and, therefore, denies same.

24. Trans Union admits that on or about September 20, 2011, it forwarded investigation results to Plaintiff in response to Plaintiff's dispute letter. Trans Union further

admits that the investigation results reflected a past due amount of \$11,599.00 and a late payment history since June 2010. Trans Union denies the remaining allegations contained in paragraph 24 of the Complaint.

25. Trans Union admits that on January 17, 2012, it received correspondence from Plaintiff dated December 29, 2011, disputing the reporting of the BB&T mortgage account. Trans Union further admits that Plaintiff enclosed documentation purported to be proof of mortgage payments. Trans Union admits that Plaintiff enclosed a copy of his August 25, 2011 letter. Trans Union denies the remaining allegations contained in paragraph 25 of the Complaint.

26. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 26 of the Complaint and, therefore, denies same.

27. Trans Union admits that on or about January 25, 2012, it forwarded investigation results to Plaintiff in response to Plaintiff's dispute letter. Trans Union further admits that the investigation results reflected a past due amount of \$14,931.00 and a late payment history since June 2010. Trans Union denies the remaining allegations contained in paragraph 27 of the Complaint.

28. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 28 of the Complaint and, therefore, denies same.

29. Trans Union denies the allegations contained in paragraph 29 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 29 of the Complaint and, therefore, denies same.

30. Trans Union denies the allegations contained in paragraph 30 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 30 of the Complaint and, therefore, denies same.

31. Trans Union admits to the allegations contained in paragraph 31 of the Complaint, sentence 1, as they relate to Trans Union. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 31 of the Complaint and, therefore, denies same.

COUNT ONE: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681e(b)
(EXPERIAN, TRANS UNION and EQUIFAX)

32. Trans Union restates and incorporates its responses to paragraphs 1 – 31 above as though fully stated herein.

33. Trans Union denies the allegations contained in paragraph 33 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 33 of the Complaint and, therefore, denies same.

34. Trans Union denies the allegations contained in paragraph 34 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 34 of the Complaint and, therefore, denies same.

35. Trans Union denies the relief sought and the allegations contained in paragraph 35 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 35 of the Complaint and, therefore, denies same.

36. Trans Union denies the relief sought and the allegations contained in paragraph 36 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 36 of the Complaint and, therefore, denies same.

COUNT TWO: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681i(a)(1)
(EXPERIAN, TRANS UNION and EQUIFAX)

37. Trans Union restates and incorporates its responses to paragraphs 1 – 36 above as though fully stated herein.

38. Trans Union denies the allegations contained in paragraph 38 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 38 of the Complaint and, therefore, denies same.

39. Trans Union denies the allegations contained in paragraph 39 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 39 of the Complaint and, therefore, denies same.

40. Trans Union denies the relief sought and the allegations contained in paragraph 40 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 40 of the Complaint and, therefore, denies same.

41. Trans Union denies the relief sought and the allegations contained in paragraph 41 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 41 of the Complaint and, therefore, denies same.

COUNT THREE: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681i(a)(2)
(EXPERIAN, TRANS UNION and EQUIFAX)

42. Trans Union restates and incorporates its responses to paragraphs 1 – 41 above as though fully stated herein.

43. Trans Union denies the allegations contained in paragraph 43 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 43 of the Complaint and, therefore, denies same.

44. Trans Union denies the allegations contained in paragraph 44 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 44 of the Complaint and, therefore, denies same.

45. Trans Union denies the relief sought and the allegations contained in paragraph 45 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 45 of the Complaint and, therefore, denies same.

46. Trans Union denies the relief sought and the allegations contained in paragraph 46 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 46 of the Complaint and, therefore, denies same.

COUNT FOUR: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681i(a)(4)
(EXPERIAN, TRANS UNION and EQUIFAX)

47. Trans Union restates and incorporates its responses to paragraphs 1 – 46 above as though fully stated herein.

48. Trans Union denies the allegations contained in paragraph 48 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 48 of the Complaint and, therefore, denies same.

49. Trans Union denies the allegations contained in paragraph 49 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 49 of the Complaint and, therefore, denies same.

50. Trans Union denies the relief sought and the allegations contained in paragraph 50 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 50 of the Complaint and, therefore, denies same.

51. Trans Union denies the relief sought and the allegations contained in paragraph 51 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 51 of the Complaint and, therefore, denies same.

COUNT FIVE: VIOLATION OF FAIR CREDIT REPORT ACT

15 U.S.C. § 1681i(a)(5)(A)

(EXPERIAN, TRANS UNION and EQUIFAX)

52. Trans Union restates and incorporates its responses to paragraphs 1 – 51 above as though fully stated herein.

53. Trans Union denies the allegations contained in paragraph 53 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 53 of the Complaint and, therefore, denies same.

54. Trans Union denies the allegations contained in paragraph 54 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 54 of the Complaint and, therefore, denies same.

55. Trans Union denies the relief sought and the allegations contained in paragraph 55 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 55 of the Complaint and, therefore, denies same.

56. Trans Union denies the relief sought and the allegations contained in paragraph 56 of the Complaint, as they relate to Trans Union. As to the other Defendants, Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 56 of the Complaint and, therefore, denies same.

COUNT SIX: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681s-2(b)(1)(A)
(BB&T)

57. Trans Union restates and incorporates its responses to paragraphs 1 – 56 above as though fully stated herein.

58. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 58 of the Complaint and, therefore, denies same.

59. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 59 of the Complaint and, therefore, denies same.

60. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 60 of the Complaint and, therefore, denies same.

61. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 61 of the Complaint and, therefore, denies same.

62. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 62 of the Complaint and, therefore, denies same.

COUNT SEVEN: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681s-2(b)(1)(B)
(BB&T)

63. Trans Union restates and incorporates its responses to paragraphs 1 – 62 above as though fully stated herein.

64. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 64 of the Complaint and, therefore, denies same.

65. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 65 of the Complaint and, therefore, denies same.

66. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 66 of the Complaint and, therefore, denies same.

67. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 67 of the Complaint and, therefore, denies same.

68. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 68 of the Complaint and, therefore, denies same.

COUNT EIGHT: VIOLATION OF FAIR CREDIT REPORT ACT
15 U.S.C. § 1681s-2(b)(1)(C) and (D)
(BB&T)

69. Trans Union restates and incorporates its responses to paragraphs 1 – 68 above as though fully stated herein.

70. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 70 of the Complaint and, therefore, denies same.

71. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 71 of the Complaint and, therefore, denies same.

72. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 72 of the Complaint and, therefore, denies same.

73. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 73 of the Complaint and, therefore, denies same.

**COUNT NINE: VIOLATION OF REAL ESTATE AND SETTLEMENT
PROCEDURES ACT
12 U.S.C. § 2605(e)
(BB&T)**

74. Trans Union restates and incorporates its responses to paragraphs 1 – 73 above as though fully stated herein.

75. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 75 of the Complaint and, therefore, denies same.

76. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 76 of the Complaint and, therefore, denies same.

77. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 77 of the Complaint and, therefore, denies same.

78. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 78 of the Complaint, including subparts, and, therefore, denies same.

79. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 79 of the Complaint and, therefore, denies same.

80. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 80 of the Complaint and, therefore, denies same.

81. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 81 of the Complaint and, therefore, denies same.

82. Trans Union is without information or knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 82 of the Complaint and, therefore, denies same.

Trans Union denies the relief sought in the prayer paragraph of the Complaint.

Trans Union admits that Plaintiff demands a trial by jury.

DEFENSES

83. At all relevant times, Trans Union maintained and followed reasonable procedures to avoid violations of the Fair Credit Reporting Act and assure maximum possible accuracy of the information concerning Plaintiff in preparing consumer reports related to Plaintiff.

84. Trans Union alleges that any alleged damages to Plaintiff, which Trans Union continues to deny, are the result of the acts or omissions of Plaintiff or others, over whom Trans Union has no control and for whom Trans Union has no responsibility.

85. Trans Union, in compliance with the Fair Credit Reporting Act, reasonably and completely reinvestigated and verified, updated, or removed all information disputed by Plaintiff.

86. Trans Union at all times acted in compliance with the Fair Credit Reporting Act.

87. Plaintiff's claims for exemplary or punitive damages and the FCRA damage model violate the Due Process and Double Jeopardy Clauses of the Fifth Amendment, the Excessive Fines Clause of the Eighth Amendment, and the laws of the Commonwealth of Virginia.

88. Any alleged damages to Plaintiff, which Trans Union continues to deny, were caused in whole or in part by an intervening or superseding cause.

89. In the interest of justice, Trans Union may seek to transfer this matter pursuant to 28 U.S.C. § 1404, as this Court is not the most convenient venue for the parties and witnesses.

WHEREFORE, PREMISES CONSIDERED, Defendant Trans Union LLC, respectfully requests that this Honorable Court deny the relief requested in Plaintiff's Complaint, dismiss the action in its entirety, grant Trans Union its costs of suit and expenses incurred herein, including reasonable attorneys' fees, and for such other and further relief as the court deems just.

Respectfully submitted,

/s/

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DATED: July 10, 2012.

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of July, 2012, I will electronically file the foregoing with the Clerk of the Court using the CM/ECF system, which will then send a notification of such filing (NEF) to counsel of record registered to use the CM/ECF system in this action, as follows:

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I further certify that I will cause a copy of the foregoing Motion and corresponding NEF by electronic mail on the following non-filing user: None.

/s/

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